

EXHIBIT 6



WWW.MENDES.COM

June 22, 2017

Valerie J. Schmidt
Contract Partner
Valerie.schmidt@mendes.com
212-261-8407

VIA E-MAIL

Glenn Etelson, Esq.
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
12505 Park Potomac Ave
Potomac, MD 20854

Re: Axis Surplus Insurance Company and Endurance American Specialty Insurance Company

Lawyers Professional Liability Insurance

Policy No.: EBN 782641/01/2016

Policy Period: August 22, 2016 to August 22, 2017

Insured: Shulman, Rogers, Gandal, Pordy & Ecker, P.A.

Claimant: U.S. Department of Justice

Our File: 424,262

Dear Mr. Etelson,

This will follow and supplement our letters of February 3, 2017 and April 5, 2017 in light of information we recently learned regarding a United Nations Monitoring Group report involving the Government of Somalia. While we continue to investigate this issue, we must draw your attention to the following policy exclusion and endorsement:

In consideration of the premium charged, it is hereby understood and agreed that:

Section IV. EXCLUSION, 1.(b) is deleted in its entirety and replaced by:

A. The Company shall not be obligated to pay Loss arising from any Claim made against any Insured:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

(a) any fact, circumstance, transaction, event, or Wrongful Act that, before the Inception Date set forth in Item 2. of the Declarations, was the subject of any notice of claim or loss, or notice of potential claim or potential loss, given under any other policy of insurance;

(b) any fact, circumstance, transaction, event, or Wrongful Act of which, as of the Inception Date of the first policy written by the Company and continuously renewed thereafter, the Most Senior Governance Committee of the Insured had

knowledge and that was reasonably likely to give rise to a Claim that would fall within the scope of the insurance afforded by this policy. "Most Senior Governance Committee" means any management committee with management responsibility for reporting, handling and evaluating actual or potential Claims; or

(c) any other Wrongful Act whenever occurring, which, together with a Wrongful Act described in a. or b. above, constitute Interrelated Wrongful Acts;

The insured firm's first policy with Underwriters inceptioned August 22, 2014. We respectfully reserve Underwriters' rights pursuant to the above-quoted Exclusion, including the right to recoup defense fees and costs if the Exclusion is later determined to be applicable to this matter.

In addition, we continue to reserve Underwriters' rights with respect to Exclusion 9, including the right to recoup defense fees and costs if the Exclusion is later determined to be applicable, which provides as follows:

SECTION IV. EXCLUSIONS

A. The Company shall not be obligated to pay Loss arising from any Claim made against any Insured:

* * * *

9. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

a. the gaining of any profit, remuneration, or advantage to which the Insured was not legally entitled; or

b. any criminal, dishonest, malicious or deliberately fraudulent act, error or omission by an Insured;

if evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by an Insured.

No fact pertaining to, knowledge possessed by or conduct by any Insured Individual shall be imputed to any other Insured Individual or the Firm;

As always, in reserving Underwriters' rights, we do not intend to lend any credence to the allegations which may be asserted by the DOJ. Rather, we reserve Underwriters' rights to protect against the potential future application of the provisions.

Finally, we draw your attention to the definition of Loss in the policy.

SECTION II. DEFINITIONS USED IN THIS POLICY

When used in this policy, whether in the singular or plural:

* * * *

K. Loss means the amount(s) which the Insureds become legally obligated to pay on account of a Claim, including damages, judgments, any award of pre-judgment or post-judgment interest, settlement amounts, costs and fees awarded pursuant to judgments, and Claim Expense.

Loss shall also include punitive or exemplary damages or the multiplied portion of any multiplied damage award, if insurable by law in any applicable jurisdiction. In determining the insurability of punitive or exemplary damages or the multiplied portion of any multiplied damage award, it is agreed that the law of the

jurisdiction most favorable to the insurability of those damages will control, provided such jurisdiction is:

1. where the punitive, exemplary or multiplied damages were awarded or imposed;
2. where the Wrongful Act underlying the Claim took place;
3. where either the Company or any Insured is incorporated or organized, has its principal place of business or resides; or
4. where this policy was issued or became effective.

Loss does not include:

1. any amounts for which the Insureds are legally or financially absolved from payment;
2. taxes, fines, penalties or sanctions imposed by law against any Insured (other than punitive or exemplary damages or the multiplied portion of any multiplied damage award as described above);
3. return, withdrawal, forgiveness or reduction of any fees or receivables paid to, or charged or chargeable by, an Insured;
4. the cost of re-performing or completing any Professional Services;
5. the cost of compliance with an injunction or any other non-monetary relief; or
6. any other matters uninsurable under the law applicable to this policy.

To the extent any subsequent damages, judgments, awards or other relief fall outside the definition of Loss in the policy, coverage would be unavailable for the same.

Should you have any questions or comments, please do not hesitate to contact the undersigned. We trust you appreciate that our actions and inquiries are without prejudice to any rights or defenses specifically reserved or otherwise generally available to our clients, Axis Surplus Insurance Company and Endurance American Specialty Insurance Company.

Very truly yours,

Mendes & Mount, LLP

By:



Valerie J. Schmidt